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5 IN THE UNITED STATES COURT OF APPEALS
6 FOR THE NINTH CIRCUIT
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8 No. 20827
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11 K. B. & J. YOUNG'S SUPER MARKETS, INC., Petitioner
12

13 v.
14

15 NATIONAL LABOR RELATIONS BOARD, Respondent
16
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18

19 SUPPLEMENT TO BRIEF ON BEHALF OF INTERVENOR -
20 BUTCHERS UNION LOCAL 193, AFL-CIO
21

22 **FILED**

23 SEP 23 1966

24 WM. B. LUCK, CLERK
25

26 NOV 4 1966

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FILED

25 3 1902

U.S. DEPT. OF JUSTICE

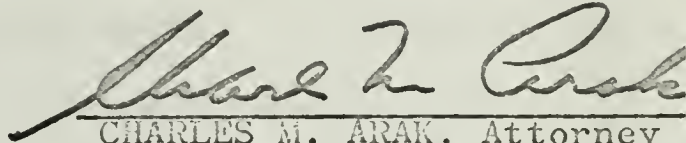
100 1 1902

1 The case discussed herein was decided, and the
2 opinion therein released, after Intervenor's brief was
3 filed in this case.

4 Accordingly, request is respectfully made that this
5 Supplement to Brief for Intervenor Butchers Union
6 Local 193, AFL-CIO, be filed as part of its brief previous
7 submitted to the Court.

8 Dated: Sept. 23, 1966

9 Respectfully submitted

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12 CHARLES M. ARAK, Attorney
13 Intervenor Butchers Union
14 Local 193, AFL-CIO
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1 PETITIONER SUCCEEDED TO ITS PREDECESSOR

2 OWNER'S UNION CONTRACT

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4 Despite a purchaser's specific disavowal of any
5 agreements that its seller may have had with other parties,
6 a Federal Trial Court has ordered the purchaser to recognize
7 and give effect to the seller's collective bargaining
8 contract.

9 The purchaser required included in the contract of
10 sale a provision requiring the seller to discharge all of
11 his employees and to close the plant prior to the
12 completion of the sale. The sale contract further provided
13 that purchaser would not assume seller's employment
14 contracts, union contracts, or any liability for accrued
15 fringe benefits.

16 Purchaser took possession of the plant, and hired
17 his own employees, many of them being former employees
18 at the plant.

19 The Court held that the plant was essentially the
20 same. Identical products were manufactured. Employees
21 were essentially the same as those employed by the seller.
22 Therefore the common law of the shop prevailing under the
23 seller survived the transfer of ownership, and the Court
24 ordered the purchaser to honor the collective bargaining
25 agreement which the seller had signed. Pulp, Sulphite & Paper
26 Mill Workers v. Great No. West Fibre Co., D.C. Wash. 1966;



1 PROOF OF SERVICE BY MAIL

2 I certify or declare under penalty of perjury as
3 provided by CCP 2015.5 that on September 23, 1966, I served
4 the within Supplement to Brief on Behalf of Intervenor
5 Butchers Union Local 193, AFL-CIO, on petitioner and
6 respondent by placing a true copy thereof enclosed in
7 sealed envelopes with postage thereon fully prepaid, in
8 the United States Post Office mail box at Los Angeles,
9 California, addressed as follows:

10 Marcel Mallet-Prevost
11 Assistant General Counsel
12 National Labor Relations Board
Washington 25, D.C.

13 Ted R. Frame
14 Frame & Courtney
P.O.Box 895
Coalinga, Calif.

15 Dated at Los Angeles, California, September 23, 1966.

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17 Joyce Beckenbaugh
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